

Calgary, Alberta T2R 1L9 Toll Free: 1.800.661.9003

Law Society of Alberta Innovation Sandbox Program - Terms and **Conditions**

These terms and conditions govern your application to and participation in the Law Society of Alberta's Innovation Sandbox Program ("Sandbox").

Where we refer to "you" or "your", we are referring to the applicant to the Sandbox, whether an organization or individual. "Our", "we", "us" and "Law Society" means the Law Society of Alberta, its Benchers, Committee members, volunteers and employees.

Your application

- 1. To participate in the Sandbox, you must meet the eligibility criteria at the time of your application. These are explained on the Law Society website.
- 2. The application form requests certain information that we need in order to assessyour application. To the extent that this includes personal data, by submitting your application you are agreeing to our use of that data in accordance with these terms and conditions and our privacy policy.
- 3. By submitting your application:
 - You confirm that all information you provide is true, accurate and complete in all a. material respects, and that you will notify us immediately of any material change to the information submitted.
 - b. You agree to provide us with any further information we request in order to assess your application and to monitor the operation of the product or service that is the subject of your application.
 - You confirm that you will: C.
 - act ethically and in good faith and will comply fully with all applicable laws, regulations, guidelines and codes of practice in connection with your application and the delivery of the product or service that is the subject of your application.
 - comply with our reasonable requirements, including in relation to health and safety and security, while attending events as part of the Sandbox.



What we will do with your application

- 4. We will assess your application and let you know if you have been accepted into the Sandbox. Our decisions are final.
- 5. We may work with advisors and share your information with them when reviewing applications to the Sandbox.
- 6. We may modify, suspend or revoke your approval to operate in the Sandbox at any time, including changing deadlines, content, times and format of events, meetings and workshops, or any other part of the Sandbox, or in the following circumstances:
 - a. the public interest is negatively impacted.
 - b. breach of these terms and conditions.
 - c. failure to participate fully in the Sandbox.
 - d. failure to maintain compliance with eligibility requirements.
 - e. failure to comply with any condition that has been imposed.
 - f. failure to adhere to applicable professional standards.
 - g. an adverse outcome of a complaint.
 - h. if you or a director of the organization applying to the Sandbox is:
 - i. a member of the Law Society who is disbarred, suspended or who resigns in the face of discipline,
 - ii. charged under any Act of the Parliament of Canada for an indictable or hybrid offence or for a similar offence committed outside of Canada,
 - iii. charged under any tax legislation in Canada or elsewhere,
 - iv. charged for a regulatory offence in any jurisdiction in which the individual is subject to the regulation of any regulatory body, including the legal profession,
 - v. convicted of contravening any provision of the *Securities Act* (Alberta) or similar legislation in any Canadian province or territory, or
 - vi. experiencing financial difficulty including that arising from a court judgment, Writ of Enforcement, bankruptcy, a consolidation or receiving order, or a consumer proposal.



How will we use your information?

- 7. During and after your participation in the Sandbox, we may use the information you provide to us, including all information in your application form and supporting documentation, contact details for your staff, and details of your organization as follows:
 - a. to confirm that you are eligible to participate and remain in the Sandbox.
 - b. to administer the Sandbox and to carry out evaluation and research.
 - c. to publish research and evaluation in relation to the Sandbox, provided that when we publish research, we will use information only on an anonymized and aggregated basis.
 - d. to share your publicly available contact details and basic information about your organization (for example what it does and where you are based). However, we will not share any sensitive commercial information with anyone helping us to run or evaluate the Innovation Sandbox, such as third parties, assessors, and coaches, without your consent.
 - e. to fulfill our regulatory purposes, including investigations and proceedings, and any other purposes contemplated by the *Legal Profession Act*, the Rules of the Law Society of Alberta, the Code of Conduct, Guidelines and Protocols of the Law Society, or a resolution of the Benchers and will be accessible to all departments of the Law Society. Certain categories of regulatory information may also be accessible to the Alberta Lawyers Indemnity Association (ALIA). ALIA may also be involved in assessing your application and in any ongoing assessment of your participation in the Sandbox. Should you have any questions about the collection, use or disclosure of this information, please review the Law Society's Privacy Policy or contact the Privacy Officer at 403.229.4700.

Websites and services we link to

8. The Law Society website may contain links to other websites and resources provided by third parties over which we have no control. This should not be interpreted as Law Society approval of those websites or any information they contain.

Submission to jurisdiction of the Law Society of Alberta

9. If you or a director in the organization applying to the Sandbox is a member of the legal profession, you each submit to the Law Society's jurisdiction and confirm that you are subject to its regulatory and disciplinary authority in accordance with the *Legal Profession Act* and the National Mobility Agreement.



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Publicity and Logos

- 10. We may from time to time require you to provide us with a copy of your organization's
- 11. We will be entitled to use your logo, together with basic information about your organization, including its name, a brief synopsis of your organization, and names of your key officers and senior managers, for the purposes of promoting the Sandbox, and in published research and evaluation papers, in both online and offline mediums, including for the promotion of other Sandbox initiatives, and future editions or replacements of the Sandbox.
- 12. We may ask you to provide quotes and participate in video or print interviews as part of the Sandbox, and may use and edit this content for the purposes of internal and external promotion of the Sandbox as we see fit.
- 13. We may, whether during or after your participation in the Sandbox, require you to place any of our logos on a prominent section of your website, in order to assist us in raising awareness of the Sandbox.

Independent Legal Advice

14. You acknowledge that you have obtained or have had an opportunity to obtain independent legal advice in connection with this application.

Our liability

15. We, our partners, affiliates and sponsors will not be liable to you, your partners or anyone else in respect of any loss of profit, loss of revenue, loss of business, damage to reputation or goodwill, economic loss, or loss of opportunity (in each case whether direct or indirect), or for any indirect or consequential losses, arising as a result of your application or participation in the Sandbox or as a result of any breach by us of these terms or any reliance by you on any statement made or advice given by us, our assessors, mentors, coaches, partners or contractors.